

# EXHIBIT 7

**CONTRACT TO BE EXECUTED BY AN  
EMPLOYER WHO IS NOT A MEMBER OF THE  
SIGNATORY GROUPS COVERED BY THE MITA AGREEMENT**

The undersigned Employer hereby agree to be bound by all the terms and conditions set forth in the Agreement between the Michigan Infrastructure and Transportation Association (the "Association") and the Operative Plasterers' and Cement Masons' International Association, AFL-CIO (the "Union") effective June 1, 2008 through May 31, 2013 and to become a party thereto. A copy of the wage scale for June 1, 2008 through May 31, 2013 is attached hereto. It is further agreed by the undersigned Employer that any notice given by the Union to the Association pursuant to Section XXIII of the Agreement shall be notice to the Employer and shall have the same legal force and effect as though it were served upon the Employer personally. Finally, the Employer agrees that, unless he notifies the Union to the contrary by registered mail at least sixty (60) days prior to the termination date of this Agreement or any subsequent Agreement, the Employer will be bound by and adopt any Agreement reached by the Union and the Association during following the notice by the Union referred to in the preceding sentence.

The undersigned Employer agrees to voluntarily recognize the Union as the sole and exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees of the Employer within the bargaining unit covered by the Agreement on all of the Employer's present and future job sites within the Union's geographic jurisdiction based upon the fact, acknowledged by the Employer to be true, that the Union has requested recognition as Section 9(a) representative of the unit employees and the Union has shown, or has offered to show, evidence of its majority support.

**FOR THE EMPLOYER:**

Firm Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR THE UNION:**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

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## EMPLOYER INFORMATION

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Federal Identification Number EIN: \_\_\_\_\_  
Workers' Compensation Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_  
Expiration: \_\_\_\_\_

Michigan Employment Security  
Registration No.: \_\_\_\_\_

Check One:

Corporation  
 Partnership  
 Sole Proprietorship

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### IF CORPORATION:

Michigan Corporation and  
Security Commission No.: \_\_\_\_\_

### NAMES OF OFFICERS:

President: \_\_\_\_\_  
Vice President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

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### IF PARTNERSHIP:

Names of Partners:

4. \_\_\_\_\_  
5. \_\_\_\_\_  
6. \_\_\_\_\_

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DESIGNATED MANAGING PARTNER:

2. \_\_\_\_\_

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**IF SOLE PROPRIETOR:**

Name of Sole Proprietor: \_\_\_\_\_  
If Assumed Name, County of Registration: \_\_\_\_\_